

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Petition of ER Dunsmore, LLC for a	)	
Certificate of Public Good pursuant to 30	)	
V.S.A. § 248, authorizing the installation	)	Case No. 25-0895-PET
and operation of a 4.95 MW solar electric	)	
generation facility off Dunsmore Road in	)	
the Town of St. Albans, Vermont	)	

**MEMORANDUM OF UNDERSTANDING BETWEEN THE VERMONT DIVISION
FOR HISTORIC PRESERVATION AND ER DUNSMORE, LLC**

This Memorandum of Understanding (“MOU”) dated as of July 28, 2025, sets forth the agreement of the Vermont Division for Historic Preservation (“VDHP”) and ER Dunsmore, LLC (“Petitioner”) regarding the above-captioned proceeding. VDHP and Petitioner are also referred to collectively herein as the “Parties” and individually as a “Party.” Petitioner shall conduct archaeological investigation(s) and prepare related reports to identify, evaluate, and mitigate, if necessary, impacts to archaeological sites within the Project area. Petitioner’s archaeological consultant shall submit any scope of work to the VDHP for review and approval before commencing the work.

PRELIMINARY STATEMENT

On May 5, 2025, Petitioner filed a petition and supporting testimony and exhibits with the Vermont Public Utility Commission (the “Commission”) requesting a Certificate of Public Good (“CPG”) under 30 V.S.A. §§ 248 authorizing construction and operation of a 4.95 MW solar electric generation facility in the Town of St. Albans, Vermont (the “Project”).

The host parcel on which the Project is located is approximately 114 acres off Dunsmore Road.

On December 19, 2024, Petitioner submitted a 45-day Advance Notice to the Commission, VDHP, and other entities, in accordance with PUC Rule 5.107(B). VDHP conducted a desk-top review of the Project area as well as the information contained in the 45-day Advance Notice and made an assessment of archaeological sensitivity. Petitioner has

conducted certain Phase I and Phase II archaeological studies to date and shared these studies with VDHP. Based on feedback from VDHP, Petitioner is conducting additional study on a few small portions of the site. To address potential adverse effects on archaeological resources, Petitioner shall further undertake the actions specified in the stipulations set forth below in this MOU, in accordance with such stipulations.

VDHP has also considered the Project's effect on above-ground historic structure, districts, and landscapes. There are no direct impacts to properties listed or eligible for the State (SRHP) or National Register of Historic Places. The Project, however, does have indirect impacts on two (2) State Register-listed properties. 2789 Dunsmore Road, listed as the "Lamothe House" (SRHP #0613-22, listed 11/16/88) is located a quarter mile roughly northeast-east of the Project boundary and 2685 Dunsmore Road, listed as the "Yandow House" (SRHP 0613-21) is located three-tenths of a mile roughly east of the Project boundary. Both properties retain a high amount of integrity from the time of their listing and warrant continued inclusion on the SRHP. Due to the distance of the Project from both SR-listed properties and continued openness of the surrounding area, the project will not drastically change the agricultural nature of the setting of both SR-listed properties. Furthermore, intervening existing vegetation and the proposed Landscape Mitigation Plan (DRS-JO-2 Appendix D) will obscure the Project from both SR-listed properties. It is VDHP's opinion that the Project will cause no adverse effects to above-ground historic resources.

STIPULATIONS

1. Petitioner shall conduct archaeological investigation(s) and prepare, related reports to identify, evaluate, and mitigate, if necessary, impacts to archaeological sites within the Project area. Petitioner's archaeological consultant shall submit any scope of work to the VDHP for review and approval before commencing the work.
2. Prior to the completion of all relevant archaeological investigations, the Petitioner, in consultation with the VDHP, shall identify the project area as a not-to-be-disturbed archaeological buffer zone. Topsoil removal, grading, scraping, cutting, filling, stockpiling, logging or any other type of ground disturbance shall be prohibited within

the archaeological buffer zones until all necessary archaeological work is completed. Agricultural cultivation consistent with past practices to facilitate the archaeological review shall not constitute ground disturbance.

3. All relevant archaeological studies to identify, evaluate, or mitigate impacts to archaeological sites shall be carried out by a qualified consulting archaeologist. All such studies and associated reports shall follow the VDHP Guidelines for Conducting Archaeological Studies in Vermont (2017). A digital copy of the final report shall be submitted to the VDHP. Any archaeological reports submitted to the Public Utility Commission shall have specific archaeological site locational information redacted in accordance with 22 V.S.A. § 761(b) and 1 V.S.A. § 317(c) (20).
4. The archaeological investigations shall be scheduled so that mitigation measures, if any are determined to be necessary, can be satisfactorily planned and accomplished prior to site preparation and construction of the Project. Any archaeological sites within the Project area shall not be impacted until mitigation measures have been completed. Proposed mitigation measures must be approved by the VDHP prior to implementation. Mitigation may include but is not limited to further site evaluation, data recovery, or modification of the buffer zone boundaries or the specific conditions that refer to the same.
5. Any changes to the Project that arise via compliance with this MOU and/or resulting from mitigation measures approved by VDHP are subject to prohibitions on substantial changes or material deviations pursuant to Commission rule 5.412, including that any substantial changes must be approved by the Commission.
6. The Parties agree that the Certificate of Public Good shall be conditioned upon Petitioner's compliance with stipulations 1-5 of this MOU.
7. This MOU is governed by Vermont law and any disputes under this MOU shall be decided by the Commission.

8. The Parties agree that this MOU shall not be construed by any party or tribunal as a waiver as to jurisdiction or otherwise having precedential impact on any future proceeding involving either Party, except as necessary to implement this MOU or to enforce an order of the Commission resulting from this MOU.
9. The Parties have made specific compromises to reach this Memorandum of Understanding. In the event that the Commission fails to approve this MOU in its entirety or acts to overrule or disapprove any portion hereof, each such Party agrees that the agreement set forth herein may terminate, if such Party determines in its sole discretion, and each shall have the same rights as each would have had absent this MOU.

Dated at Montpelier, Vermont this 28th day of July, 2025.

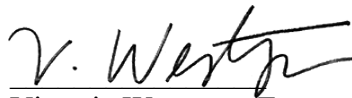
VERMONT DIVISION FOR HISTORIC PRESERVATION

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Dated at Burlington, Vermont this 28th day of July 2025.

ER Dunsmore, LLC


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